

Mutual Aid Agreement
Between
The Ace Fire Service Area
And
The Montana Department of Natural Resources and Conservation
Central Land Office

This agreement is made and entered into by the Ace Fire Service Area, Broken Bow, MT 00000 (hereinafter referred to as the "Ace FSA") and the Montana Department of Natural Resources and Conservation (hereinafter referred to as "DNRC").

WHEREAS, the Ace FSA and DNRC each maintain and operate fire protection and suppression operations; and,

WHEREAS, it is to the mutual advantage and benefit of the Ace FSA and DNRC to render supplemental assistance in the event of an emergency incident of a magnitude that has or appears to have developed beyond the control of either party and, therefore, requires the assistance of the other agency; and,

WHEREAS, it is mutually advantageous for the Ace FSA and DNRC to render assistance to one another in the suppression and control of fires, fire hazards, and in the provision of emergency medical services, now therefore

IT IS AGREED as follows:

1. The purpose of the agreement is to allow cooperative fire efforts between the Ace FSA and DNRC.
2. The DNRC is authorized to enter into cooperative fire agreements with Federal, State, and local agencies under Montana Code Annotated, sections 76-13-136 and 76-13-202. The Ace FSA is authorized to enter into mutual-aid agreements under one of the following sections of the Montana Code Annotated: 7-33-2108, 7-33-2405, 7-33-4112 or 10-3-202.
3. Upon request to a representative of DNRC, DNRC firefighting resources may be dispatched to provide aid on initial attack incidents for a duration of no more than eight consecutive hours per incident, unless otherwise agreed to. These resources will be under the command of the Incident Commander of the agency having jurisdiction. The DNRC will determine if the requested resources are available.
4. Upon request to a representative of the Ace FSA, Ace Fire Service Area firefighting resources may be dispatched to provide aid on initial attack incidents for a duration of no more than eight consecutive hours per incident, unless the Ace FSA and DNRC otherwise agree. These resources will be under the command of the Incident Commander of the agency having jurisdiction. The Ace FSA will determine if the requested resources are available.
5. The Incident Commander shall release a responding organization when the services of the responding organization are no longer needed or when the responding organization is needed within the area for which it normally provides fire protection.

6. The Ace Fire Service Area agrees to indemnify and hold harmless DNRC from and against any and all claims, demands, and causes of action of any character, including the costs of defense thereof, or other damages to persons, property or entities resulting from the performance of this Agreement, provided such injury or damage is due to the negligent act or omission of the Ace Fire Service Area or its employees. To the extent of its liability for negligent acts covered by the Montana Tort Claims Act (Montana Code Annotated sections 2-9-101, et seq.), DNRC agrees to indemnify and hold harmless the Ace Fire Service Area from and against any and all claims, demands, and causes of action of any character, including the costs of defense thereof, or other damages to persons, property or entities resulting from the performance of this Agreement, provided such injury or damage is due to the negligent act or omission of DNRC or its employees.

7. The Ace FSA and DNRC shall at all times be solely responsible for providing Workers Compensation Insurance for their respective employees who are assigned to provide mutual-aid assistance pursuant to this Agreement. The parties agree that by providing mutual-aid assistance pursuant to this Agreement, their respective employees will not thereby become employees of the other party.

8. The agency having protection authority on an incident shall be solely responsible for pursuing payment for billable incidents occurring within that agency's jurisdiction. The Ace FSA and DNRC may, in a separate written agreement, document the amount each is to be reimbursed for costs incurred during an incident. The Ace FSA and DNRC will not be reimbursed for costs incurred on non-billable incidents during the mutual aid assistance time period.

9. It is mutually agreed that this Agreement may be terminated at any time by the mutual written consent of the Ace FSA and DNRC. In the absence of mutual written consent, any party shall have the right to withdraw from further participation in this agreement at any time upon 60 days written notice to the other party. Any obligations or liabilities incurred during the term of this agreement will survive its termination.

10. Provision of mutual-aid assistance pursuant to this Agreement constitutes the sole consideration for performance of this Agreement. Neither the Ace FSA nor DNRC is obligated to reimburse the other for the use of equipment, material or labor.

11. This Agreement shall remain in full force and effect from the last date of signing, or until terminated pursuant to paragraph nine (9). The term of the Agreement is 2 (Two) years from the last date of signing, with an automatic renewal for the same term if neither of the parties desires to terminate its participation. This agreement shall be reviewed on an annual basis.

12. This Agreement may be modified or amended in writing at any time by the mutual consent of the Ace FSA and DNRC.

IN WITNESS WHEREOF, this Initial Attack Mutual Aid Agreement is executed on this the 1st day of April, 2007.

Ace Fire Services Area, 2230th Street SW., Broken Bow, MT. 00000
(Inset Name of Entity)

signature
(title)

signature
(title)

Department of Natural Resources and Conservation

Land Office:

_____, Area Manager